**CHAPTER 29-REAL PROPERTY AND TENANT-LANDLORD LAW**

**TRUE/FALSE**

1. Landlord-tenant relationships are governed by a mixture of property law, contract law, and negligence law.

2. Tom rented an apartment from Margaret on a month-to-month basis, with rent due on the first of the month. This type of tenancy is known as a "tenancy at will."

3. If the court awards a partition to co-tenants, the court will normally attempt a partition by kind. If partition by kind is impossible, because there is no fair way to divide the property, the court will order the real estate sold, and the proceeds equally divided.

4. The landlord's duty to provide quiet enjoyment of the premises and the landlord's duty to deliver and maintain the premises in a habitable condition are one and the same.

5. Landlords have the right, and may have a duty, to evict tenants who seriously disturb others.

6. Joint tenants own a percentage of a property and also have the absolute right of partition.

7. Eminent domain is the power of the government to regulate building and land use

8. Tim is buying a farm. A general warranty deed is the best type of deed for Tim.

9. The statute of frauds generally requires that a lease for over one year be in writing.

10. A party does not need to register a deed or take other legal steps, but he can act as though he is the sole owner to adversely possess a property.

11. Wearever Builders constructs new houses in the Oak Grove subdivision. Unless it expressly gives a warranty to buyers, Wearever does not guarantee the adequacy of materials and good workmanship in its new houses.

12. Owners in a joint tenancy with the right of survivorship cannot transfer their interest during their lifetime.

13. In many states today a landlord must use reasonable care to maintain safe premises and is liable for foreseeable harm.

14. The Moore’s lease contains a clause allowing their landlord to raise their rent during the course of their lease if the landlord’s property taxes increase on the leased premises. This clause is unenforceable, since tenants deserve to know their rent amount is fixed during their agreed rental time.

15. Generally, the sale of leased property does not affect the lease but merely substitutes one

landlord for another.

**MULTIPLE CHOICE**

1. A landlord's substantial interference with a tenant's use of the property is considered:

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| a. | a constructive eviction. |
| b. | a tort. |
| c. | a violation of federal housing law. |
| d. | permissible in a periodic tenancy. |

2. Adverse possession allows someone to take title to land if she demonstrates possession that is:

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| a. | Exclusive |
| b. | Adverse to all others |
| c. | Continuous. |
| d. | All of these answers are correct |

3. Ollie leased a building in Old Town. Ollie installed a washer and dryer unit and a new furnace in the basement of the building with new duct work throughout the building. Upon expiration of the lease, Ollie intends to remove the washer and dryer, but not the furnace. The washer and dryer can easily be removed without harming anything. Removal of the furnace, however, will damage the building. Are the washer, dryer, and furnace fixtures?

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| a. | The washer, dryer, and furnace are all fixtures. |
| b. | The furnace is a fixture, but the washer and dryer are not. |
| c. | The washer and dryer are fixtures, but the furnace is not. |
| d. | The furnace and the washer are fixtures, but the dryer is not. |

4. The purpose of recording a deed or other real estate transaction is to:

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| a. | establish the rights between the grantor and the grantee. |
| b. | assure the grantee that a transfer of real property is now complete. |
| c. | establish the type of deed granted (i.e. warranty deed, special warranty deed, or quitclaim deed). |
| d. | put the rest of the world on notice that the transaction occurred between the grantor and the grantee. |

5. Real property consists of:

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| a. | buildings. |
| b. | air rights. |
| c. | plant life. |
| d. | All of the above. |

6. You go to a theater to see a play one Saturday evening. You have:

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| a. | purchased an interest called a “profit.” |
| b. | an easement by reservation. |
| c. | a license to enter the theater. |
| d. | no property right in the theater just by purchasing the ticket for the play. |

7. Which type of joint ownership can be left to someone else in a will.

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| a. | Joint Tenancy |
| b. | Tenancy in Common |
| c. | Both a and b are correct |
| d. | Neither a or b is correct |

8. Mark signs a periodic year-to-year lease at the River's Edge Warehouse. After the year expires, Mark stays in the warehouse and the landlord acquiesces. Mark:

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| a. | Has a month-to-month periodic lease, which can be terminated by either party's giving a 30-day notice. |
| b. | Has a tenancy at sufferance which is not a true tenancy at all. |
| c. | Has another one-year lease. Periodic tenancies automatically renew unless either party gives proper notice to the other that the tenancy will terminate upon the expiration of the time period. |
| d. | None of the above. |

9. Which of the following types of concurrent ownership does not provide for rights of survivorship?

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| a. | Joint tenancy. |
| b. | Tenancy in common. |
| c. | Tenancy by the entirety. |
| d. | All of the above provide for rights of survivorship. |

10. The Kelo v City of New London case dealt with the issue”

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| a. | Whether the government could condemn private land for private developers. |
| b. | Whether the government could condemn private land. |
| c. | Whether the government had a right to an easement on private land. |
| d. | Whether a fair price was being paid for Mrs. Kelo’s land |

11. Ted and Janet were married and owned a piece of jungle property in a joint tenancy. When Janet died, her will left of all her real property to T.J., their adult son. T.J. claims he is the sole owner of the jungle property. Ted objects and files a lawsuit for sole ownership of the jungle property.

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| a. | Ted will win because property owned in a joint tenancy which includes rights of survivorship for the surviving spouse. Ted will get the title to the entire property. |
| b. | Ted will win only a one-half interest in the jungle property. T.J. will own the other one-half interest because Janet had the right to will her half of the property to anyone she chose. |
| c. | Ted will lose and forfeit his entire interest in the whole property because a joint tenancy means that one party owns only part of the property. |
| d. | None of these answers are correct |

12. Angelina owned a lot near a lake. Although she did not have lake access she fenced in a portion of the lot next door that gave her lake access. She never had permission from the owner of the adjoining land. She even built a little boat ramp there for her boat. If Angelina continued this use of her neighbor’s land for the number of years required by local statute, she would have:

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| a. | A tenancy in common |
| b. | Adversely possessed the land |
| c. | Eminent domain over the land |
| d. | A license to use her neighbor’s land. |

13. Property falls into three categories. Which of the following is not considered real property:

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| a. | Land |
| b. | Oil under the land |
| c. | A garage |
| d. | Refrigerator in the house |

14. A tenancy with no fixed duration is a:

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| a. | Tenancy from month to month. |
| b. | Tenancy at will. |
| c. | Periodic tenancy. |
| d. | Tenancy for years. |

15. Ray v Beacon Hudson Mountain Corp decided

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| a. | Continuous possession, but not occupancy was necessary for adverse possession. |
| b. | Continuous occupancy was necessary for adverse possession. |
| c. | There was too much time between the mother dying and their adverse claim to establish adverse possession. |
| d. | None of these answers are correct |

16. Leases can contain what type of tenancy?

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| a. | Partial Tenancy |
| b. | Tenancy at will |
| c. | Tenancy in common |
| d. | Tenancy at severance |

17. The Solomans own a cabin on the south side of Mount Henry. One day, the Solomans told Bennie and Claudia they could live in the cabin and use it as they wished until the Solomans wanted to use it again. Twelve years later, the Solomans informed Bennie and Claudia that they were going to spend the summer at the cabin and that Bennie and Claudia would have to make other arrangements for the summer. Bennie and Claudia claimed that they had acquired title by adverse possession, because they had occupied the property for the period of time required for adverse possession under state law (10 years in that state). Are Bennie and Claudia correct?

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| a. | Yes, Bennie and Claudia were living on the property with exclusive, open possession for a continuous period of time for the required 10 years. |
| b. | Yes, Bennie and Claudia had the Solomans' permission, therefore the possession was not illegal. |
| c. | No, Bennie's and Claudia's possession was with the Solomans' permission and therefore the claim was not adverse to the Solomans. |
| d. | No, there was no warranty deed transferred to Bennie and Claudia. |

18. Whether or not the zoning board will grant a request for a variance depends upon:

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| a. | The type of the proposed building. |
| b. | The reaction of the neighbors. |
| c. | The reason the owner claims she is harmed by the zoning ordinance. |
| d. | All of the above. |

19. Bill and Kim moved onto some deserted land. After living on the land for ten years (as is required by that state's law), Bill and Kim claimed to be the titled owners by adverse possession. The state court awarded title to Bill and Kim. Their real property consisted of:

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| a. | The land. |
| b. | The buildings they constructed on the land. |
| c. | The plants and vegetation on the land, including the growing trees and plants that produced fruit and other edible items. |
| d. | All of the above. |

20. What duty does a landlord have?

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| a. | Duty of quiet enjoyment |
| b. | Duty to deliver the premises |
| c. | Duty to maintain the premises in a habitable condition |
| d. | All of these answers are correct |

21. Sam has a five year written lease for Bill’s rental house. Bill dies and his wife sells the house to Joe. Joe tell’s Sam to move out because he wants to live there. Sam does not want to move. Who wins.

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| a. | Joe. A new owner has the right to evict an existing tenant. |
| b. | Sam. The new owner is substituted as the landlord |
| c. | Joe. Death voids any leases |
| d. | Sam because he has adversely possessed the lease |

22. Laverne went to visit her best friend and while climbing the front steps to the apartment building she falls because she was leaning on a loose hand rail. Who is liable?

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| a. | Laverne. She should have looked where she was walking and been more careful |
| b. | Both the tenant and landlord if the step are a common area |
| c. | The landlord only. |
| d. | The tenant as she should have reported the loose rail to the landlord. |

23. Under what conditions can a landlord become liable for a crime committed against a tenant.

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| a. | Foreseeability |
| b. | Reasonableness of Crime prevention tactics |
| c. | Both a & b are correct |
| d. | A landlord cannot be liable for crime. It is not within his control. |

24. The right of the tenant to the undisturbed possession of the leased property is known as:

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| a. | quiet enjoyment. |
| b. | habitability. |
| c. | lawful possession. |
| d. | peaceful possession. |

25. Wayne is renting an efficiency upstairs from Fields. Wayne decides to go to Europe for four months and lets his friend, Charlie, live in his apartment while he is away, with the understanding that Charlie will pay the rent. Wayne has:

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| a. | assigned the apartment, but Wayne is still liable for the rent. |
| b. | sublet the apartment, but Wayne is still liable for the rent. |
| c. | assigned the apartment, but is not liable for any unpaid rent during Charlie's occupancy. |
| d. | sublet the apartment, but is not liable for any unpaid rent during Charlie's occupancy. |

**ESSAY**

1. Discuss the tenant's and the landlord's basic duties under a landlord-tenant relationship.

2. Sandra and Joe own a hobby farm as tenants in common. They also own a vacation home as joint tenants. What is the difference between the tenancy in common and joint tenancy?

3. The Rameys are selling their home. They did not set forth in the sales agreement whether the washer and dryer, the draperies, and a cherry corner cabinet which was in the dining room were to be included in the sale or whether they were planning to take these items with them. The buyers are claiming these items are fixtures and should stay with the house. The Rameys are claiming they are movable goods and they should not be part of the real estate which was sold. Define “fixtures,” identify the tests used to determine whether an item is a fixture, and explain whether you think each of the contested items is a fixture and why or why not.

4. Discuss the factors a court will consider when deciding the issue of whether a landlord is liable for a criminal attack against a tenant.

5. The city of Richmond needs land owned by the Neelans to expand a middle school. The Neelans do not want to sell. Discuss what course of action the city can take and the basis for this action.